REQUEST FOR QUALIFICATIONS
AND REQUEST FOR PROPOSALS
FOR DEVELOPER
FOR THE
ROWAN COLLEGE AT GLOUCESTER COUNTY
REDEVELOPMENT AREA

DEPTFORD TOWNSHIP
GLOUCESTER COUNTY, NEW JERSEY

DEVELOPMENT OF EDUCATIONAL, MEDICAL, AND COMMERCIAL/MIXED USE

ISSUE DATE: August 29, 2017
DUE DATE: October 13, 2017
11:00 am

Issued by:
Gloucester County Improvement Authority on behalf of Rowan College at Gloucester County
(Acting directly pursuant to its powers under the New Jersey Local Redevelopment & Housing Law N.J.S.A. 40A:12A-1, et seq.)
109 Budd Blvd
West Deptford, NJ 08096
GLOSSARY

The following definitions shall apply to and are used in this Request for Qualifications and Request for Proposals (“RFQ/RFP”). In addition, wherever used in these RFQ/RFP documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

“Authorized Representative” Means the individual(s) specified in writing by a Respondent to be the representative(s) of the Respondent for all purposes of this RFQ/RFP.

“County” Means the County of Gloucester, New Jersey

“Day” Means a calendar day of twenty-four hours measured from midnight to the next midnight.

“Designated Contact Person” Means person’s name or such other person as designated by the Township in writing.

“Project Area” or “Redevelopment Area” Means the redevelopment area consisting of 43.78 acres and being part of Block 417, Lot 1 located in the Township of Deptford, and as more fully described in Section 1 herein, which has been designated as an area in need of redevelopment pursuant to the Redevelopment Law.

“Project Team” Means the Rowan College at Gloucester County “RCGC”, Deptford Township “Township”, Gloucester County Improvement Authority “GCIA”, and their respective officers, employees, Consultants, Partner organizations and others responsible for the issuance and evaluation of this RFQ/RFP.

“Proposals” Means the Proposals to be submitted by Respondents in response to this RFQ/RFP.

“Qualifications Criteria” Means the qualifications criteria described in Section 3 herein.

“Redevelopment Agreement” Means the contractual arrangement to be entered into between a Successful Respondent and the Township, acting within its powers under the Redevelopment Law, to undertake the redevelopment of a portion of the Project as defined in the Proposal submitted by the Successful Respondent.
“Redevelopment Law” or “LRHL” Means N.J.S.A. 40:12A-1, et seq., pursuant to which the Township is exercising its redevelopment powers directly.

“Redevelopment Plan” Means Rowan College at Gloucester County Redevelopment Plan dated March 30, 2017 and adopted by Deptford Township, attached here to as Appendix C.

“Project” Means those portions of the Project Area which are proposed for redevelopment by a Respondent and described in its Proposal. Such project may consist of medical, educational, commercial or mixed use development consistent with the requirements of this RFQ/RFP and the Redevelopment Plan.

“Respondent” Means the firm or individual who submits a statement of Qualifications and Proposal in response to this RFQ/RFP.

“Response” Means the response to this RFQ/RFP submitted by Respondent, which shall include the Statement of Qualifications (SOQ) and Proposal.

“RFQ/RFP” Means this Request for Qualifications/Request for Proposals issued by RCGC in connection with the selection of a Successful Respondent to enter into a Redevelopment Agreement with RCGC and the Township for the Project included herein.

“Statement of Qualifications” Means the Statement of Qualifications submitted by a Respondent (organized in accordance with Section 2.3 herein) to evidence that it possesses the qualifications and resources necessary to enable it to perform the services.

“State” Means the State of New Jersey.

“Successful Respondent” Means one or more Respondents chosen by RCGC, GCIA and the Township to execute a Redevelopment Agreement to perform the services.

“Township” Means the Township of Deptford, in the County of Gloucester, New Jersey, and specifically herein, acting pursuant to the powers granted to it under the Redevelopment Law.
SECTION 1
GENERAL INFORMATION

1.1 Introduction and Purpose

GCIA, on behalf of the Township and RCGC, acting pursuant to the Redevelopment Law, is issuing this RFQ/RFP in order to seek one or more qualified Respondents to be considered for designation as a conditional redeveloper by RCGC and the Township, of certain properties located in the Redevelopment Area for medical, educational, commercial/mixed use development consistent with the uses permitted in the Redevelopment Plan.

The Redevelopment Area was established on the RCGC campus by the Township Council on September 12, 2016. The Redevelopment Area is located on the west and south sides of the main center of the campus which contains academic classrooms and administration buildings. The total redevelopment area consists of 43.78 acres and is part of Block 417, Lot 1. The Redevelopment Area fronts on Tanyard Road (C.R. 663) and will be divided by new county roads connecting Tanyard Road and College Drive (C.R. 712) and College Drive and Salina Road. Redevelopment is proposed in this area to address existing conditions through new uses and standards that will create a comprehensively designed and integrated educational complex with ancillary retail sales and services consistent with the goals and objectives of the Township’s 2017 Master Plan.

As noted above, the Redevelopment Area is 43.78 acres and is located on the south side of the RCGC campus. It is bound to the north by Student Parking Lot D and a baseball field; Tanyard Road and residential uses to the west; the ACT (Adult Center for Transition) building, the Bankbridge Development Center (Gloucester County Special Services School District), the Continuing Education Center, and Salina Road to the south; and, residential land uses to the east. The easterly portion of the Redevelopment Area contains a solar field and two stormwater management basins. The central portion includes a community garden, and the easterly portion consists of vacant land with pedestrian walkways connecting the Continuing Education Center and the Bankbridge Development Center to the campus proper.

The Redevelopment Area does not contain any known environmentally constrained areas.

The Redevelopment Plan is intended to use vacant and underutilized lands as a means to facilitate growth in its program of higher education. Towards that overall goal, a comprehensively designed and integrated educational complex of which the Redevelopment Area will be a part will further the education of students and the mission of RCGC.
Redevelopment of this site is intended to be guided by the following goals and objectives:

- Redevelop the vacant and underutilized land as an extension of the existing educational core containing classroom, retail, office, medical and social care, and public spaces, singly or in combination and to allow for the creation of student housing when and if the Board of Trustees of RCGC, decides that such housing is feasible and needed.

- Ensure RCGC’s expansion into the redevelopment area is integrated with adjacent residential, commercial and educational land uses in a unified manner through the street and driveway access system sufficient to achieve an internal consistency in design through architecture and landscape architecture implemented through the development of buildings, the land, lighting and signs.

- Capitalize on the geographic location of the campus near the limited access highway of Rt. 55 and its potential bus rapid transit system.

- Promote enhanced pedestrian and vehicular circulation around and through the Redevelopment Area by the implementation of a roadway and pedestrian network that functionally extends the existing campus.

- Ensure that the capacities of necessary utility systems serving the Redevelopment Area are adequate to support the proposed development and likely future development.

- Preserve environmentally sensitive land within the Redevelopment Area.

- Implement best management practices to minimize the use of water, energy consumption and storm water runoff.

H. Land Uses
Because of its proximity to the existing main campus area and lack of environmental constraints, the Redevelopment Area is suitable for a variety of uses. The intent of the Redevelopment Plan is to expand the RCGC campus to include educational facilities, health care facilities, and offices that may be used in combination to provide students both classroom and real world experiences in their chosen fields of study. The non-residential uses include educational, retail, medical, or office use development.
The Redevelopment Area contains broad categories of different land uses appropriate and desirable for the Redevelopment Area. Within these broad-based categories, more specific permitted, conditional and accessory uses are spelled out in the development regulations section of this document. All of the land within the Redevelopment Area may be used for any permitted land use. Flexibility in the development of the area is necessary and desirable to address changing educational needs and market conditions. More detailed land uses will be addressed through the Redevelopment Agreement and subsequent subdivision and site plan submissions by the redeveloper(s). With this in mind, the permitted land uses are defined and described below:

**Higher Education** – Use of land or a building or buildings as part of an institution of post-secondary education, public or private non-profit, for the academic instruction and cultivation of the mind. Higher education uses may include but are not limited to classrooms, laboratories, lecture halls, performing arts facilities, sports facilities, other instructional space, and ancillary uses such as administrative and faculty offices, infirmary, student center, gallery, security office, physical plant buildings and maintenance and other incidental uses associated with a post-secondary educational institution.

**Medical Office** – A building(s) or portion of a building(s) principally engaged in providing services for health maintenance, diagnosis (including testing) and treatment of human diseases, pain or other physical or mental condition of patients solely on an outpatient basis. Specialized healthcare such as adolescence and autism related pediatricians, behavioral providers, child neurologists, child psychiatrists, or child psychologists, are preferential. Examples of medical offices shall include but not be limited to general physicians, dentists, chiropractors, psychiatrists, cardiologists and other various specialties, and group practices including but not limited to ambulatory surgical centers, urgent care facilities, cancer treatment centers, and medical imaging. The preferred location of medical office uses is fronting on Tanyard Road.

**Mixed-Use Buildings** – A building(s) principally used for any combination of the other permitted uses within the Redevelopment Area.

**Office** – A building(s) or portion of a building(s) principally engaged in conducting the affairs of a business, profession, service industry, or government. General administrative and business and professional offices are intended as a means of diversifying Deptford’s non-residential land use base from its strong retail development. Office use is generally preferred within the western portion of the Redevelopment Area.

**Service Retail** – The retail of this land use category is intended for specialty stores, such as a medical equipment store, that may be accessory to the permitted medical and office uses. Service retail is preferred within the western portion of the Redevelopment Area.

**Storm Water Management (S.W.M.)** – Various locations in the lower part of the Redevelopment Area are identified as the means of addressing NJDEP storm water regulations for volume control and water quality.
**Student Housing** – A space in a building where group sleeping accommodations are provided in one room, or in a series of closely associated rooms for persons not members of the same family group, under joint occupancy and single management, as in college dormitories or fraternity houses.

*However, as previously stated, all of the land within the Redevelopment Area may be used for any permitted land use. Flexibility in the development of the area is necessary and desirable to address the future needs of the RCGC.*

**Infrastructure Improvements**

The construction of a connector road between Tanyard Road and Parking Lot D on the RCGC campus will be necessary for the Redevelopment Area to be fully functional (Appendix E). Additionally, it is desirable to construct an additional connector road from Salina Road to Parking D as a second means of ingress and egress to the redevelopment area and by extension the existing campus. A roundabout may be constructed as part of the Salina Road connector during future phases of the Project and this is shown as a potential phase. With the construction of the two connector roads, the campus will have four entrances to create much better functional access to the surrounding road system. The County of Gloucester will construct all of the aforementioned road improvements and will not seek a contribution from the Redeveloper.

**1.1.1 Project Area Development**

The entire Project Area is located within a municipally-designated “Area in need of Redevelopment” in accordance with the provisions contained within the New Jersey Local Redevelopment and Housing Law, as set forth in the Redevelopment Law. This designation has allowed the Township to adopt the Redevelopment Plan. The Redevelopment Plan establishes the use and bulk requirements for the Project Area. The Redevelopment Plan adopted by the Township is attached hereto as Exhibit C. The Township may consider amendments to the Redevelopment Plan if proposed by a Successful Respondent if such amendments are consistent with the goals and objectives of the Redevelopment Plan and may be necessary for the successful redevelopment of the Redevelopment Area.

**1.1.2 Ownership**

The Project Area designated for redevelopment under this RFQ/RFP is owned by RCGC. The intent is to facilitate private development and ownership or control of the properties identified herein. RCGC will consider the sale and/or long-term lease of the properties. However, a public-private relationship established between the Township and a Successful Respondent is permissible.

**1.1.3 Financing for Project**
RCGC anticipates that a Successful Respondent will obtain its own financing for its respective redevelopment project(s). Given the size and the timing of the redevelopment of the Redevelopment Area, the financial strength and ability to post a performance bond or performance letter of credit by a Successful Respondent assuring the performance of the terms and conditions of a Redevelopment Agreement, will be one of the criteria used in the selection of a Successful Respondent.

A Respondent is required to describe its approach to the method of financing the redevelopment of the Redevelopment Area, including any tax abatements, Payment in Lieu of Taxes agreement, or other financial incentives contemplated as part of the financing plan.

Requirements for the submission form and content of Proposals are set forth in Section 2 herein.

1.1.4 Definitions

Words and terms that are used herein shall have the meanings as set forth in the Glossary unless otherwise defined.

1.2 Description of Services Sought in this RFQ/RFP

RCGC is desirous of soliciting proposals to obtain the services of one or more established and experienced developers, whose function will be to undertake all or portions of the redevelopment of the Redevelopment Area identified by this RFP/RFQ for the successful development of an “Ed’s and Med’s” Corridor on the Campus of RCGC.

RCGC is taking this as an opportunity to create an Eds and Meds Corridor that will align with its educational mission, medical programs, and be a resource for the community and RCGC students. The benefits of an Eds and Meds Corridor extend beyond educational experiences that are gained by its students. The construction and ongoing operations of the Eds and Meds Corridor will generate one-time and ongoing economic impacts within Gloucester County and New Jersey. In addition, the direct, indirect, and induced activity from construction and operations will generate tax revenues to the State of New Jersey. The proposed Eds and Meds Corridor includes 104,000 square feet of new medical, office, retail, and possibly student housing space, across four or more buildings and 327 parking spaces.

Phase 1 of the Redevelopment Plan is to create an “Eds and Meds” corridor that would include offices for RCGC, house the Gloucester Workforce Development Board and its services, an urgent care facility, medical center specialized in the treatment of autism, and a wellness facility.
Accordingly, the Redevelopment Plan allows for food and beverage retail if it is a part of a larger mixed use building in Phase II. Their target markets should be the students and staff at RCGC, the staff at the Eds and Meds buildings, and the patients and clients receiving services by the Eds and Meds providers. As such, feasible retail, commercial, and office components should align and compliment the tenants in Phase I. It could potentially include a pharmacy, fast casual food options, a café/coffee shop, a co-working space/business entrepreneurial center/accelerator, nonprofits whose missions are complimentary to the Eds and Meds services providing a one-stop shop for resources, and businesses that serve the school, the Eds and Meds corridor, or their clients, students, and/or staff. All of these uses are determined to be feasible and are supported in a study conducted in 2017 by EConsult Solutions. (Attachment D)

In addition to the medical, educational, and retail/office components in the Redevelopment Plan, there is unique opportunity for student housing to play a viable role in the overall Project, provided the right circumstances, whether it be in the initial phases of the Project or thereafter.

As a result, RCGC seeks to identify and select one or more redevelopers as part of this RFQ/RFP process, which will be recommended to the Township to designate as one or more redevelopers or redevelopment team to undertake the redevelopment of Redevelopment Area identified herein. RCGC will retain all approval rights as to use, configuration, terms and land transfer. The Project is proceeding under Redevelopment Law and Successful Respondents will be required to enter into Redevelopment Agreements with both RCGC and the Township.

1.2.1 Financial

As part of the submission under Section 2.3.5 hereof, Respondents shall include their anticipated financing arrangements including availability of initial financing. The Township will consider the use of Payment In Lieu of Taxes Agreement (PILOT) and requisite financial agreement, where appropriate, based on the legal structure of the Proposal.

1.3 Project Participants

The following persons, firms or agencies will be involved in the development, negotiation, planning and implementation of the activities and matters which are described in this RFQ/RFP. All communication concerning this RFQ/RFP shall be directed to Ms. Danae Ciociola.

1) Gloucester County Improvement Authority
   109 Budd Blvd.
   West Deptford, NJ 08096
   Ms. Danae Ciociola
1.4 RFQ/RFP Documents

Each Respondent should inspect its copy of the RFQ/RFP to ensure that a complete set of the documents (including any Appendices/Attachments) are included. If a Respondent discovers that its copy of the RFQ/RFP is incomplete, it should immediately contact Danae Ciociola at the above address. GCIA will make appropriate and reasonable arrangements with the Respondent to provide missing items. A Respondent must prepare its response using a complete RFQ/RFP, including any addenda issued by the GCIA prior to the date established for submission of all RFQ/RFPs. Neither the GCIA, nor the GCIA’s agents, employees nor attorneys shall be responsible or have any liability for errors, omissions, incomplete submissions or misinterpretations resulting from the Respondent’s use of an incomplete RFQ/RFP in preparing or submitting its Response.

This RFQ/RFP has been made available only for the purpose of soliciting Responses related to the redevelopment of the Redevelopment Area identified herein and as generally described in the RFQ/RFP. No license or grant is conferred or implied to the Respondent or to any other person for any purpose.

1.5 Response and Proposal Evaluation

The Response(s) will be evaluated by the Project Team in conformance with Section 3.1 herein. Generally, the GCIA will identify Successful Respondents giving due regard to past experience, financial strength (of the Respondent) and financial benefit to RCGC and the Township, as well as benefit to the surrounding community and demonstrated ability to complete the Project in a timely fashion. Notwithstanding the foregoing, the Project Team reserves the right to select or reject a Respondent on any basis it deems fit, or to waive any term or requirement set forth in this RFQ/RFP, all in accordance with the RCGC exercising its redevelopment powers under the Redevelopment Law, Respondents are encouraged to review Section 3, Evaluation Criteria, and respond to the RFQ/RFP accordingly.

1.6 Selection Process

Once Proposals have been received and reviewed, the Project Team will make recommendations to RCGC on the evaluation and/or rankings of Proposals. RCGC will then determine which Respondents(s) are the most qualified to carry out the redevelopment of a portion or the entire Redevelopment Area. Thereafter, the GCIA, acting on behalf of RCGC, will commence negotiations with one or more Successful Respondents for the redevelopment of the Redevelopment Area, or portion thereof.

It is noted that Respondents are requested in this RFQ/RFP to provide certain limited cost and financial information as well as a plan for the redevelopment (financing, acquisition, design, construction and operation) of the Redevelopment Area, or portion thereof. If a Successful
Respondent is invited to enter into negotiations with the Township, more detailed information on the redevelopment of the Redevelopment Area, project cost and financing will be required.

Upon completion of the negotiations, the Successful Respondent will be required to execute a Redevelopment Agreement with RCGC and the Township pursuant to the Redevelopment Law that are relevant to the specific scope of the Project and redevelopment of the Redevelopment Area, or portion thereof.

1.7 Anticipated Selection Schedule

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<td>Issuance of RFQ/RFP</td>
<td>August 29, 2017</td>
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<tr>
<td>Responses/Proposals</td>
<td>October 13, 2017 no later than 11:00 am</td>
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Subsequent to issuance of this RFQ/RFP, the GCIA may modify, supplement or amend the provisions of this RFQ/RFP, including the schedule, without prior notice. However, the GCIA shall issue an addendum describing any modifications, supplements or amendments to this RFQ/RFP that will be posted on the GCIA web site only.

1.8 Conditions

By responding to the RFQ/RFP, the Respondent acknowledges and consents to the following conditions relative to the submission, review and consideration of its Response:

- The issuance of the RFQ/RFP is not intended to, and shall not be construed to commit the RCGC, the Township, or the GCIA to enter into nor to execute a Redevelopment Agreement with a Successful Respondent.
- RCGC reserves the exclusive rights set forth in Section 1.9 hereof.
- Neither RCGC nor the Township, its employees, agents, attorneys, nor any of its consultants will be liable for any expenses, claims or damages resulting from the solicitation or collection of Responses, nor any reimbursement to Respondents for the cost of preparing the Responses or for participating in the RFQ/RFP process.
- All Responses will become the property of RCGC and will not be returned.
- Information of a confidential or proprietary nature will be kept confidential after the selection process to the extent as permitted by law when such information is properly identified by the Respondents.
- All activities related to the provisions of this RFQ/RFP, as contained herein, shall be subject to compliance with all applicable federal, state and local laws, environmental and other regulations and/or other applicable requirements.
- All documentation and information provided by the GCIA in connection with this RFQ/RFP is believed to be accurate; however, neither RCGC, the Township, nor the GCIA make any guarantees as to the accuracy of the information provided.
Respondents are instructed to notify the GCIA, in writing, of any information provided herein that it believes is not accurate.

1.9 Rights of the RCGC and the Township of Deptford

RCGC and the Township, in exercising its redevelopment powers, reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFQ/RFP and the Proposal process:

- To reject, for any reason any and all responses and components thereof and to eliminate any and all Respondents responding to this RFQ/RFP from further consideration for this procurement.
- To eliminate any Respondent who submits incomplete, inadequate responses or is not responsive.
- To reject any non-responsive Responses.
- To supplement, amend, or otherwise modify this RFQ/RFP without prior notice.
- To waive any technical, or other non-conformance or irregularity or informality of any of the Responses whether material or otherwise.
- To change or alter the schedule for any events called for in this RFQ/RFP without prior notice.
- To conduct investigations of any or all of the Respondents and their Responses, including discussions with contact persons or prior clients, regulatory agencies and visits to any facilities or projects referenced in a Response, and to request additional information to support the information included in any Response.
- To decline to enter into any agreement or Redevelopment Agreement in its sole discretion.
- To abandon this selection process at RCGC’s convenience at any time for any reason without prior notice.
- To accept the Proposal that, in the RCGC’s sole judgment, best serves the interest of the RCGC and the Township.
- To consider and to award a Proposal to a public body under applicable law.
- To designate or consult with another group, consultant, individual or public body to act at any time during the term of this selection process in its place or on its behalf.
- To enter into any agreement or Redevelopment Agreement subject to final adoption of all necessary authorizations and such other conditions as it deems necessary or appropriate.
- To interview any and all Respondents.

1.10 Examination of Documents, Familiarity With the Services Required to be Performed
It is the responsibility of each Respondent before submitting a Response to (a) examine the RFQ/RFP, (b) become familiar with all federal, state and local laws, regulations, ordinances, permits, approvals and orders that may affect the cost, performance or submission of a Response or Proposal, (c) notify the GCIA of all conflicts, errors or discrepancies in the RFQ/RFP, and (d) become familiar with the Project, including actual construction to date and all documents relating to said Project.

Before submitting a Response, each Respondent, at the Respondent’s own expense, shall make or request or obtain any additional inspections or studies and obtain any additional data and information that may affect its cost, progress, and performance that the Respondent deems necessary to compile its Proposal for performing and furnishing such instrument or document, or to make required inquiries.

The submission of a Response will constitute a conclusive and binding representation by such Respondent that such Respondent has agreed to, and complied with, every requirement of this RFQ/RFP.

SECTION 2
INSTRUCTION FOR PREPARATION AND SUBMISSION

2.1 General Provisions

In addition to the information submittal requirements listed below, the Respondent(s) may submit supplemental information that it feels may be useful in evaluating its Response.

2.1.1 Submission of Responses, Times and Place

Responses shall be submitted to the GCIA on or before 11:00 am prevailing time on October 13, 2017. Responses shall be enclosed in an opaque sealed envelope, marked with the name and address of the Respondent, directed to Danae Ciociola, Gloucester County Improvement Authority, 109 Budd Blvd., West Deptford, NJ 08096.

One (1) original and twelve (12) copies of the Response shall be submitted and received BY HAND DELIVERY, CERTIFIED MAIL/RETURN RECEIPT REQUESTED OR OVERNIGHT MAIL on or prior to the above-referenced date. One of the copies shall be unbound. RESPONSES SENT BY TELECOPY WILL NOT BE ACCEPTED.

NO COPIES OF RESPONSES/PROPOSALS SHALL BE SENT DIRECTLY TO ANY OTHER PROJECT TEAM MEMBER.

One (1) copy of the Response must be clearly marked as the original and must contain the original documents and original signatures. The remaining twelve (12) copies may be reproductions.
Respondents shall number each set of documents sequentially (numbers 1-10, with number 1 being original) on the upper right hand corner of each cover.

2.1.2 Questions/Clarifications Request

Questions pertaining to this RFQ/RFP should be directed in writing to Danae Ciociola, Gloucester County Improvement Authority, 109 Budd Blvd., West Deptford, NJ 08096; dciociola@gcianj.com

During the period provided for the preparation of Responses, GCIA may issue addenda or amendments to this RFQ/RFP. These addenda will be numbered consecutively and will be distributed to each of the firms who have requested in writing to receive a copy of the RFQ/RFP. Each Respondent is required to acknowledge receipt of all addenda at the time of submission of the Response by submitting an executed acknowledgement. All responses to the RFQ/RFP shall be prepared with full consideration of the addenda issued prior to the response submittal date.

2.1.3 Cost of Preparation

Each Respondent and all information required to be submitted pursuant to the RFQ/RFP shall be prepared at the sole cost and expense of each Respondent. There shall be no claims whatsoever against RCGC, the Township, or the GCIA, or their respective employees, agents, attorneys, or consultants for reimbursement for the payment of costs or expenses incurred in the preparation of the Response or other information required by the RFQ/RFP.

2.1.4 Disclosure of Information in Responses

If the Respondent chooses to include material of a proprietary nature in its Response, the GCIA will attempt to keep such material confidential to the extent permitted by applicable law. The Respondent must specifically identify each page of its Response that contains such information by properly marking the applicable pages. Preferably, any sections which contain material of a proprietary nature shall be severable or removable from the Response to assist the GCIA in protecting this information. The Respondent also shall include the following notice in the introduction of the relevant Response:

“The data on pages _____ identified by ____ (symbol) and labeled “Proprietary Information”, contain information that is a trade secret and/or which, if disclosed, Would cause substantial inquiry to Respondent’s competitive position. Respondent Requests that such data be used only for the evaluation of the Response, and understands that disclosure will be limited only to the extent that the Township determines it’s proper or to the extent that the Township deems disclosure necessary according to law. If an agreement is awarded to Respondent, the Township will have the right to use or disclose the data as provided in the Agreement executed with the
The GCIA will use all reasonable best efforts to prevent the unauthorized disclosure of this information in applying the proprietary standard to marked data. However, the GCIA assumes no liability for any loss, damage, or injury that may result from any disclosure or use of marked data or any disclosure of this or other information.

2.1.5 **Response Acceptance or Rejection**

RCGC reserves its right to (a) abandon this selection process, (b) reject any or all Responses, and (c) waive any informality or non-conformance in the Responses as more fully described in Section 1.9.

2.1.6 **Disposal of Responses**

All Responses are the property of the GCIA and will not be returned. At the conclusion of the selection process, the GCIA may dispose of any and all copies of Responses received in whatever manner it deems appropriate. However, prior to such disposal, the GCIA will use reasonable efforts to prevent the unauthorized disclosure of proprietary information, provided same is properly identified in accordance herein. In no event will the GCIA assume liability for any loss, damage or injury that may result from any disclosure or use of marked data.

2.2 **Submission Requirements**

All Responses must be submitted complete, with all requested information and are to be in conformance with the instructions set forth in Section 2.1.1 and as otherwise required herien.

2.3 **Form and Content of Response**

Responses submitted in response to the RFQ/RFP shall consists of the following:

- **Section I.** Cover Letter/Executive Summary/Letter of Intent (pursuant to §2.3.2)
- **Section II.** General Information (pursuant to §2.3.3)
- **Section III.** Technical Information (pursuant to §2.3.4)
- **Section IV.** Financial Information and Requirements (pursuant to §2.3.5)
- **Section V.** Administrative Information (pursuant to §2.3.6)
- **Section VI.** Supplemental Information (pursuant to §2.3.7)
A description of the requirements of each of the above-listed sections is as follows:

2.3.1 **Cover Letter/Executive Summary/Letter of Intent**

Together with each Proposal, the GCIA must receive one (1) original Cover Letter on the official letterhead of the Respondent [*in form and content as set forth in Appendix A, Form A-I*].

Please be advised that the GCIA may use the Executive Summary for public information purposes.

The Executive Summary shall, at a minimum, include a brief description of Respondent’s Proposal as well as an identification of the proposed development team (and a brief description of their experience) and a summary of the proposed technical approach. This Section should include a clear statement of the Respondent’s understanding of the RFQ/RFP. The Executive Summary shall not exceed three (3) typed pages.

2.3.2 **General Information Submittal Requirements**

Section II of the Response shall contain the following information set forth in the following order:

1. The name, address and telephone number of the Respondent’s primary business office. If the Respondent’s primary business office is located outside of the State, then give the address and telephone number of the New Jersey location, if any, that will be responsible for participating in this selection process and the Project.

2. Identify the parent company and any subsidiary or affiliated companies of the Respondent, giving the names, addresses and telephone numbers of each such company.

3. If the Respondent intends to joint venture, partner or subcontract with any other company or firm or other entity in the submission of a Proposal, then it shall identify such joint venture, partner or subcontractor and provide for each the same information as required of the Respondent in Sections 1&2.

4. In connection with 1, 2 and 3 above, provide:

   1. A complete identification of all principals or officers of any entities, firms, arrangements, associates, joint ventures, partnerships or involvements described above;
2. Provide complete identification of all principals holding ten percent (10%) or more of net equity and all officers of all firms or entities so named;

3. A complete list of all criminal charges, or civil, environmental or securities law complaints, brought against any of those entities, firms or persons that have been involved in any way with Respondent as identified in the foregoing answers and the disposition of all such criminal charges.

2.3.4 Technical and Project-Related Information Submittal Requirements

Section III of the Response shall contain Respondent’s technical and related experience. Respondents to the RFQ/RFP shall demonstrate their ability to undertake the Project by providing the technical qualifications of the Respondent, principal subcontractors, and individual team members. The Township reserves the right to conduct an independent investigation of the Respondent’s and its subcontractors’ technical qualifications by contacting independent parties. Additional information may be requested during the evaluation of technical qualifications. At a minimum, the Respondent and its subcontractors shall provide the following information to demonstrate its technical qualifications.

2.3.4.1 Summary of Related Projects

(a) Project Development:

Specify the scope, cost, time to completion, completion date and sources of funding for all projects.

Demonstrate the project’s post-construction success in terms of design, use, construction, management, income, employment, tax assessment, and associated expansions or potential spin-off development.

Discuss any unanticipated problems with any of the above issues, as well as discussion of how the firm has addressed them.

(b) Project Operations:

Identify the current ownership and/or property management for each project. Provide contact names, addresses and telephone numbers for each project. List any project defaults in which any of the principals have been a general partner or had a controlling ownership interest during the last 10 years.
(c) **Current or Pending Projects:**

Briefly describe any current or pending projects being undertaken by all members of the Respondent’s team. Identify the current and future workload of staff members being assigned to this Project. Identify the location of any current project(s), and include a contact name, address, and telephone number for each current client.

(d) **Project Reference:**

Include three (3) references of clients for whom the Respondent has provided similar projects, indicating whether the work was that of the Respondent and/or specific staff who will be assigned to the Project. Identify the client contact name, organization, type of work provided, and the contact’s address and telephone number. Respondent shall indicate whether any of these clients were public entities. In addition, Respondent shall include two (2) financial references of lenders or other institutions from whom the Respondent has obtained financing for similar projects.

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2.3.5 **Proposal and Fee Compensation Proposal (“Proposal”)**

Section IV of the Response shall contain Respondent’s Proposal and its Financial Proposal.

In conjunction with the preparation of the Proposal, Respondent shall submit a written summary of the proposed development program including proposed uses, approach to obtaining developers, owners and/or operators, general information on any potential end users (if other than Respondent), and any other information deemed appropriate by the Respondent.

The Respondent shall include a description of all financing, the phasing program for development and all agreements it seeks with the Township or other governmental entities.

2.3.6 **Administrative Information Submittal Requirements**

Section V of the Response shall include the following information in the following order:

1. **Project Organization**
   a. The Respondent shall submit a Project Organization Plan for the Project. The plan shall describe, in narrative form and as a chart, the Respondent’s proposed organization structure for the Project. The chart shall display:
- The firm’s involved, their interrelationships and responsibilities (if known); and
- Key management personnel identified by name and firm.

Resumes of key personnel to be assigned to the Project are to be provided in the Response.

2. Describe briefly any significant pending legal and administrative proceedings (other than ordinary routine litigation incidental to Respondent’s business) in which the Respondent, its officers, directors, employees or principals is a party or of which any of their property is the subject. Include the name of the court or authority in which the proceedings are pending, the date instituted, and the principal parties thereto, a description of the factual basis alleged to underlie the proceeding and the relief sought. Include similar information as to any such proceedings known to be contemplated by governmental authorities. Administrative or judicial proceedings arising under any federal, state, or local laws or ordinances that have been enacted or adopted for purposes of environmental protection shall not be deemed “ordinary routine litigation incidental to the business” and shall be described.

3. Describe briefly any occasion in which Respondent, any officer or principal of Respondent with a proprietary interest therein, has ever been debarred, disqualified, suspended, removed or otherwise prevented from bidding on, participating in, or completing a federal, state or local governmental project because of a violation of law or a safety regulation.

4. Describe briefly any occasion in which Respondent has been in a position of default in a federal, state or local governmental project, such that payment proceedings and/or execution on a payment, performance or bid bond have been undertaken.

5. List all threatened and pending claims, litigation, judgments or settlements involving governmental enforcement actions.

6. If multiple organizations are participating (e.g. subsidiaries, parent companies, joint ventures and/or subcontractors), the information requested in this Section 2.3.6 should be provided regarding each of the respective organizations.

2.3.7 Supplemental Information to be Provided at Respondent’s Option

The Respondent may include in Section VI any other information that it deems relevant or useful to GCIA to consider in evaluating Respondent’s Response. Respondents should also include any concerns regarding the Project. Some examples of supplemental information may include:

- Owner issues;
- Potential future uses;
- Relationship with existing or proposed development of remainder (other portions of Project Area) of Eds and Meds Redevelopment Project;
- Environmental concerns;
- Benefit to community and to remainder of Project Area; and potential for Respondent to develop additional site(s) in Project Area.

2.3.8 Form

The Respondent shall provide the appropriate information required for each Section in accordance with the following content and format requirements.

Each volume and all related information shall be bound as a single document (with the exception of the one (1) unbound copy), unless that is impractical, in which case an Exhibit document accompanying the volume may be submitted.

The Responses shall be concise, clear, factual and complete with a minimum of extraneous material.

The Response shall be indexed and sectioned and shall be prefaced with a table of contents.

The Response documents shall be typed or printed (1 ½ spacing on 8 ½ X 11 paper)

Maps and drawings may be attached.

2.3.9 Withdrawal

A Respondent may withdraw a Proposal prior to the date and time set for the submission of the Proposal provided that a written request to withdraw the Proposal is hand-delivered to the GCIA by or on behalf of, an authorized representative of the Respondent, or the request is delivered by certified U.S. mail. The request to withdraw the Proposal must be received by the GCIA prior to the deadline for Proposal submission. Once the Proposals have been received, Respondents may not withdraw their Proposals for a period of six (6) months and must do so in writing.

2.3.9.1 Disposal

All Proposals are the property of the GCIA and will not be returned. At the conclusion of the selection process, the GCIA may dispose of any and all copies of Proposals received in whatever manner it deems appropriate. However, prior to such disposal the GCIA will use reasonable efforts to prevent the unauthorized disclosure of proprietary information. GCIA will use reasonable efforts to prevent the unauthorized disclosure of proprietary information, provided same is properly identified in accordance with the instructions contained herein. In no event will the GCIA be liable or assume liability for any loss, damage or injury that may result from any disclosure or use of marked data.

SECTION 3
EVALUATION AND SELECTION PROCESS

3.1 Evaluation Criteria

All Proposals will first be evaluated to determine whether they meet all requirements and are fully responsive to this RFQ/RFP. The GCIA, in its sole discretion, will decide whether a Respondent has met these requirements. All Proposals submitted in accordance with the requirements of this RFQ/RFP will be reviewed for completeness and responsiveness. The following criteria, which criteria are not ranked in order of importance, will be used in both the initial review phase as well as the subsequent negotiation phase.

- Understanding of the RFQ/RFP’s goals, nature and scope (including the ability to implement redevelopment of the Redevelopment Area, or portion thereof, in a timely manner);
- Success and innovativeness of past projects;
- Firm and staff experience and qualifications;
- Firm and staff experience with similar projects (riverfront development and management, joint venture or other partnerships, public-private development);
- References;
- Innovativeness of the development concept(s) and plan(s);
- Competency and thoroughness evidenced in the development concept(s) and plan(s);
- Completion of prior projects in a timely fashion and demonstrated ability to complete the redevelopment of the Redevelopment Area in a timely fashion;
- Financial capability to perform all aspects of the redevelopment;
- Any other items that the Township deems appropriate, in its sole discretion.

END OF TEXT OF RFQ/RFP
Appendix A

Uses Anticipated for Redevelopment of Properties in Redevelopment Area

- Workforce Training Center
- Commercial /Professional Office
- Pharmacy
- Health and Wellness
- Healthcare Offices/Facilities
- Autism Treatment Center
- Call Centers
- Student Housing
- Small Business Innovation Centers
- Specialty Retail and Dining
Appendix B

MAP OF PROPERTY TO BE REDEVELOPED
Appendix C

REDEVELOPMENT PLAN
Appendix D
Market Feasibility Study and Economic Impact Study
Appendix E
Infrastructure Improvements to the RCGC Campus